BID FORM

MISSOURI DEPARTMENT OF TRANSPORTATION GENERAL SERVICES 830 MoDOT DRIVE – P.O. BOX 270

830 MoDOT DRIVE – P.O. BOX 27 JEFFERSON CITY, MO 65102

REQUEST NO	0.	1-051209		
DATE	•	November 28, 20	005	
PAGE NO.	1	NO. OF PAGES	4	

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL BE RECEIVED AT THIS OFFICE UNTIL

2:00 PM Local Time, December 9, 2005

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING THE FOLLOWING SUPPLIES OR SERVICES.

QUOTATIONS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF TRANSPORTATION

Submit net bid as cash discount stipulations will not be considered

See attached

(Submit net bid as cash discount stipulations will not be considered)

DEFINITE DELIVERY DATE MUST BE SHOWN. SIGN AND RETURN BEFORE TIME SET FOR OPENING. ALL BIDS MUST BE EXTENDED AND TOTALED.

BUYE	DED AND TOTALED.	DITVED	TELEPHONE	. 57	2 500 04	01
					3-522-94	
ITEM NO.	SUPPLIES OR SERVICES	MFG. NO. OR BRAND	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Contract for furnishing "Plastic Barrels"					
	for a contract period beginning					
	December 23, 2005 and ending					
	December 31, 2006.					
#1	Flexible Non-Metallic Drum-like Channelizers with hollow base ballast, flat exterior-mounted ballast, or solid weighted bottom ballast, in accordance with the MGS-93-04D specs.		120	each		
#2	If submitting a bid for the above channelizers with flat exterior-mounted fit flexible rings, the bidder should submit a bid for additional flat exterior-mounted rings to allow MoDOT to add extra weight to the channelizers.		60	each	·	
	NOTE: the quantities shown are estimated for the period specified. MoDOT reserves the right to increase or decrease the quantity as needed.					
	VENDOR NOTE: Prior to any contract issuance, the Bidder must be in compliance with the laws regarding conducting business in the State of Missouri.					

(SEE ATTACHED FOR SPECIFICATIONS, CONDITIONS AND INSTRUCTIONS)

In compliance with the above invitation for bids, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were quoted within thirty (30) days after receipt of formal purchase order.

Date:	Firm Name:	
Telephone No.:	Address:	
Fax No.:		
Federal I.D. No.	By (Signature):	
	Type/Print Name	
Form E-103 (Rev. 11-04)	Title:	

Bid Form 1-051209 – Plastic Barrels (Channelizers) Page 2 of 4

BID SUBMITTAL:

Your written bid must be mailed in <u>a sealed</u> envelope or box, or else delivered by hand or courier service (UPS, Federal Express, etc.) to be received on or before the date and time specified on the front page of this bid document, at the office of:

Ms. Frankie Ryan Missouri Department of Transportation General Services - Procurement 830 MoDOT Drive; P.O. Box 270 Jefferson City, MO 65102

All documents must be sealed and should be clearly marked "Plastic Barrels - Channelizers Bid"

BRAND AND MODEL NUMBER:

All bidders shall indicate brand and model number of the product being bid for all items. Submit descriptive literature on the product proposed to furnish. *NOTE*: Indicating manufacturer's name and number from prequalification list will be accepted.

AWARD:

For the purpose of this bid, items will be awarded on an "ALL OR NOTHING" basis.

DELIVERY:

All deliveries shall be FOB-Missouri Department of Transportation to the following addresses:

St Joseph, Missouri 64502

Macon, Missouri 63552

Hannibal, Missouri 63401

Lee's Summit, Missouri 64064

Jefferson City, Missouri 65109

Chesterfield, Missouri 63017

Joplin, Missouri 64802

Springfield, Missouri 65801

Willow Springs, Missouri 65793

Sikeston, Missouri 63801

COMPLIANCE WITH BID REQUIREMENTS:

Failure to comply with the requirements published in this bid may result in the bid being subject to rejection. Product that does not meet specifications will cause all of the shipments to be returned at the bidders expense.

NON-EXCLUSIVITY:

The Missouri Department of Transportation reserves the right to obtain like or similar products of this or other manufacturers, exclusive of this contract, when use of such products is deemed in the best interest of MoDOT.

ADDITIONAL DOCUMENT SUBMITTAL REQUIREMENTS:

For the bid to be considered the two (2) attachments "Preference in Purchasing Products" and "Missouri Domestic Product Procurement Act" must be submitted to this office prior to any contract being awarded for this bid.

Bid Form 1-051209 – Plastic Barrels (Channelizers) Page 3 of 4

PREFERENCE IN PURCHASING PRODUCTS

DATE:	
	ders attention is directed to Section 34.076 RSMo 2000 which gives preference as, firms, and individuals when letting contracts or purchasing products.
Bids/Qu	otations received will be evaluated on the basis of this legislation.
All veno	lors submitting a bid/quotation must furnish <u>ALL</u> information requested
	FOR CORPORATIONS:
	State in which incorporated:
. 1	FOR OTHERS:
	State of domicile:
I	FOR ALL VENDORS:
	List address of Missouri offices or places of business:
<u>TH</u>	IS SECTION MUST BE COMPLETED AND SIGNED:
FIRM NAME:	
ADDRESS:	
CITY:	STATE:ZIP:
BY (signature require	d):
Federal Tax I.D. #:	if no Federal Tax I.D. # - list Social Security #:

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

The bidder's attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34/359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding and prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract and to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you must complete this form as directed below.

Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.

evaluated on th	at basis. Please	read the certification appearing below on this form.			
[] shall be	If all the goods or products specified in the attached bid which the bidder proposes to supply to the St				
left.	manufactured o	or produced in the "United States" as defined in Section 34.350, RsMO, check the box at			
[] produced in the	If only one iten	item of any particular goods or products specified in the attached bid is manufactured or			
number) here:	"United States"	as defined in Section 34.350, RsMO, check the box at left and list the items (or item			
[] to the State are	•	the goods or products specified in the attached bid which the bidder proposes to supply			
check the box at	not manufactur	not manufactured or produced in the "United States" as defined in Section 34.350, RsMO, then: (a)			
or product is	left; (b) list below, by item (or item number), the country other than the United States where each good manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and				
list the					
	corresponding i	items (or item numbers) in the spaces provided.			
n (or ite	m number)	Location Where Item Manufactured or Produced			
		(attach an additional sheet if necessary)			
[] sufficient	The following specified goods or products cannot be manufactured or produced in the United States in				
	quantities or in time to me the contract specifications. Items (or item numbers):				
[] States, in	The following specified goods or products must be treated as manufactured or produced in the United				
between the	accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty				
	United States and any foreign country regarding export-import restrictions or international trade. Items				
(or item					

CERTIFICATION

By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document if true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.

The bidder's failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RsMO.

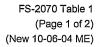


DRUM-LIKE CHANNELIZERS MGS-93-04D

1.0 DESCRIPTION. This specification covers drum-like channelizers.

2.0 MATERIALS.

- **2.2 GENERAL.** Channelizers shall be manufactured from a non-metallic material compounded to meet the requirements of this specification. The channelizer shall be a two-piece (drum portion and ballast portion) design capable of being securely fastened together in such a manner as to prevent accidental separation from air turbulence created by such things as passing trucks or normal winds. Channelizer seams shall be equal in strength to the rest of the channelizer. Channelizers shall exhibit good workmanship and shall be free of objectionable marks or defects that affect appearance or serviceability. The brand name or model number shall be clearly visible on the channelizer for identification.
- **2.2.1 DRUM.** The drum portion shall be pigmented and molded of a Highway Orange color throughout and stabilized against fading by ultra-violet or other light rays by the incorporation of adequate inhibitors. The drum shall be circular in shape with a closed top and shall be approximately 36 inches high and a minimum of 18 inches in diameter at the narrowest point. The top surface of the channelizer, including any recessed areas, shall be designed to drain. The drum shall be augmented with alternating orange and white (four total), six-inch wide retroreflective markings applied to the drum in a horizontal and circumferential manner and separated by no more than two inches. The retroreflective markings shall be manufactured of reboundable Type III sheeting in accordance with ASTM D 4956, including Supplemental Requirement Section S2, and designed for use on flexible channelizers.
- **2.2.2 BALLAST.** The ballast portion shall comply with one of the following designs:
- a) A hollow base capable of containing up to 50 pounds of loose dry sand. Hollow base ballasts shall be capable of being filled and sealed to retain the ballast material and shall have a handle(s) such that the ballast portion could be moved by hand.
- b) A flat exterior-mounted flexible ring that rests on the ground when installed on the drum. The ballast shall weigh approximately 25 pounds and shall not exceed 36 inches outside diameter.
- c) A solid weighted bottom to which the drum portion is attached. The solid weighted bottom shall weigh 40±2.5 pounds and be shall not exceed 30 inches in outside diameter.
- **3.0 QUALIFICATION.** Acceptable drum-like channelizer brands and models are specified on MoDOT's "Qualified Flexible Non-Metallic Drum-Like Channelizers" list or shall have received NTPEP test results indicating less than 5% distress, less than 5% sheeting damage, complete restackability, and no instances of a channelizer or the ballast being lodged under the vehicle.
- **4.0 CERTIFICATION.** The manufacturer shall provide written certification indicating the drum-like channelizers are in accordance with the requirements of NCHRP 350, Test Level 3 and with this specification.
- **5.0 BASIS OF ACCEPTANCE.** Acceptance of drum-like channelizers will be by certification and testing for compliance with this specification.





TRAFFIC CONTROL MATERIALS **FIELD SECTION 2070 TABLE 1 QUALIFIED FLEXIBLE NON-METALLIC DRUM-LIKE CHANNELIZERS** (2070 TCDC)

Brand	Name	or Mo	ndel N	Number

Supplier

B-100 B-400

B-400A

Bouncer

18000 LDPE

18000 HDPE 18000 HDPE LW

Lifegard Channelizer

Lifeguard II (5/02)

Model FTS-5M - The Director

(11/00)

Model 1500 Model 1510

PB90

PCB-2 (2 piece unit only)

Rhino (8/00) Work Area Protection Corp.

P. O. Box 87 2500 Production Dr.

St. Charles, Illinois 60174

Flex-O-Lite P. O. Box 4366 St. Louis, MO 63123

TrafFix Devices. Inc. 26871 Canyon Crest Road San Juan Capistrano, CA 92675

Plastic Safety Systems, Inc.

P. O. Box 20140 Cleveland, OH 44120

Plastic Safety Systems, Inc.

2444 Baldwin Rd. Cleveland, OH 44104

Lakeside Plastics, Inc. 450 W. 33rd Ave

P.O. Box 2384

Oshkosh, WI 54903-2384

Flex-O-Lite P. O. Box 4366 St. Louis, MO 63123

Services & Materials Co., Inc.

Elwood, Indiana 46036

Flex-O-Lite P.O. Box 4366 St. Louis, MO 63123

Plasticade Products 8800 Austin Ave. Skokie, IL 60077



FS-2070 Table 1 (Page 2 of 2) (New 10-06-04 ME)

TRAFFIC CONTROL MATERIALS FIELD SECTION 2070 TABLE 1 (Cont'd) QUALIFIED FLEXIBLE NON-METALLIC DRUM-LIKE CHANNELIZERS

Brand Name or Model Number

Supplier

Safe-T-Drum 9700 Series

Radiator Specialty Co. P. O. Box 34689

Charlotte, NC 2834-6080

Super Dome Model SD440

(6/96)

Bent Manufacturing Company

17311 Nichols Street

Huntington Beach, CA 92647-5721



Missouri Highways and Transportation Commission Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Invoicing and Payment

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Federal Excise Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory

agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

- Prior to the issuance of a purchase order and/or notice to proceed, all out-of-state Contractors <u>providing services</u> within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

Preferences -

- In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
 - If attached, the document entitled <u>"PREFERENCE IN PURCHASING PRODUCTS"</u> should be completed and returned with the solicitation documents.
 - 2) If attached, the document entitled "MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT" should be completed and returned with the solicitation documents. Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more
- c. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

Remedies and Rights

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Page 2 of 6 Accepted: 9/29/03 Updated: 02/18/05

Missouri Highways and Transportation Commission Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

Cancellation of Contract

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

Bankruptcy or Insolvency

a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

Inventions, Patents, and Copyrights

a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

Inspection and Acceptance

- No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

Warranty

a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MoDOT, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect?

 Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

Status of Independent Contractor

a. The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Indemnification

- a. The Contractor shall be responsible for injury or damages as a result of any services and/or goods rendered under the terms and conditions of this Agreement.
- b. In addition to the liability imposed upon the Contractor on the account of personal injury, bodily injury, including death, or property damage, suffered as a result of the Contractor's performance under this Agreement, the Contractor assumes the obligation to save harmless the Commission, including its agents, employees and assigns, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission, including legal fees.
- c. The Contractor also agrees to hold harmless the Commission, including its agents, employees and assigns, from any wrongful or negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Contractor for any purpose under this Agreement, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission.

Page 3 of 6 · Accepted: 9/29/03 Updated: 02/18/05 Form E-14 (Rev. 5-88)

PREFERENCE IN PURCHASING PRODUCTS

DATE:	
	s attention is directed to Section 34.076 RS Mo. 1986 which gives preference to Missourns, and individuals when letting contracts or purchasing products.
Bids received	will be evaluated on the basis of this legislation.
All bidde	s must furnish the information requested below.
FOR	CORPORATIONS:
	State in which incorporated
FOR	OTHERS:
FOR	State of domicile ALL BIDDERS:
	List address of Missouri offices or places of business.
·	
e e e e e e e e e e e e e e e e e e e	MUST BE COMPLETED AND SIGNED:
FIRM NAME:	
ADDRESS:	
CITY:	STATE: ZIP
ВУ	(Signature)

NOTE: For bid to be considered, the attachment entitled "Preference In Purchasing Products" must be on file in this office and must be dated in the current calendar year.

MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

The bidder's attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34.359, RSMo, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RSMo, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RSMo, at the time of bidding **and** prior to payment. Failure to comply with Section 34.353, RSMo, during performance of the contract **and** to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RSMo, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you **must** complete this form as directed below.

Failure to complete and return this document with the bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing on the reverse side of this form.

- If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the "United States" as defined in Section 34.350, RSMo, check the box at left.

 If only one line of any particular goods or products specified in the attached bid is manufactured or produced in the "United States" as defined in Section 34.350, RSMo, check the box at left and list the item number(s) here:
 - If any or all of the goods or products specified in the attached bid which you proposed to supply to the State are **not** manufactured or produced in the "United States" as defined in Section 34.350, RSMo, then: (a) check the box at left; (b) list below by item number the country other than the United States where each goods or product you propose to furnish is manufactured or produced; and (c) check the box(es) at left of the paragraphs below if applicable, and list the corresponding item numbers in the spaces provided.

Item Number(s)	Location Where Item Manufactured or Produced
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<u> </u>	
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(use	e additional sheet if necessary)
duced in the Unite	ified goods or products cannot be manufactured or products or in time to meet the ons. Item number(s)
or produced in the agreement or regu	ified goods or products must be treated as manufactured United States, in accordance with an existing treaty, law, lation of the United States, including a treaty between the any foreign country regarding export-import restrictions or Item number(s)
• · · · · · · · · · · · · · · · · · · ·	

CERTIFICATION

By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making a false declaration (Section 575.060, RSMo) that the information contained in this document is true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and compliance with the Missouri Domestic Products Procurement Act.

The bidder's failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RSMo.